

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

GINO MARAVENTANO; and  
NEESHA KURJI

Plaintiffs,

v.  
NORDSTROM, INC., a Washington  
Corporation; and DOES 1 through 10,  
inclusive,

Defendants.

Master Case No. 10-cv-2671 JM (WMc)

**PRELIMINARY APPROVAL  
ORDER**

[This filing relates to original case  
number 11-cv-2609]

GINA BALASANYAN, an individual,  
and NUNE NALBANDIAN, an  
individual, on behalf of themselves and  
all others similarly situated,

Plaintiffs,

v.  
NORDSTROM, INC., a Washington  
Corporation; and DOES 1 through 10,  
inclusive,

Defendants.

ORDER

Master Case No. 10-cv-2671 JM (WMc)

1           WHEREAS, this consolidated action is pending before this Court as a class  
2 action (the “Action”); and

3           WHEREAS, the Named Plaintiffs, Class Counsel, and Nordstrom, Inc. (the  
4 “Parties”) have applied to this Court for an order preliminarily approving the  
5 settlement of the Action in accordance with a Stipulation and Settlement Agreement  
6 of Class Action Claims (the “Stipulation” or “Settlement”), which, together with the  
7 exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement  
8 and dismissal of the Action with prejudice upon the terms and conditions set forth  
9 therein; and

10          WHEREAS, the Court has read and considered the Parties’ motions for  
11 preliminary approval, Stipulation and the exhibits annexed thereto;

12          NOW, THEREFORE, IT IS HEREBY ORDERED:

13          1. This Order incorporates by reference the definitions in the Stipulation,  
14 and all terms defined therein shall have the same meaning in this Order as set forth in  
15 the Stipulation.

16          2. It appears to the Court on a preliminary basis that the Settlement is fair,  
17 adequate and reasonable. The monetary settlement awards and Voucher Award  
18 provided to Settlement Class Members is fair, adequate and reasonable when balanced  
19 against the probable outcome of further litigation relating to liability and damages  
20 issues. It further appears that extensive and costly investigation and research have  
21 been conducted such that counsel for the Parties at this time are able to reasonably  
22 evaluate their respective positions. It also appears to the Court that settlement at this  
23 time will avoid substantial additional costs by all Parties, as well as avoid the delay  
24 and risks that would be presented by the further prosecution of the Action. It further  
25 appears that the Settlement has been reached as the result of intensive, serious and  
26 non-collusive, arms-length negotiations.

27          3. The Court previously certified a class in this case of all current and  
28 former California Draw Commission Salespeople employed in a draw commission

1 position at any time from October 20, 2006 up until the date of Nordstrom's June  
2 2011 Dispute Resolution Agreement. The certified class covered periods when Class  
3 Members (1) worked up to forty (40) minutes before the store opened and/or after the  
4 store closed and were compensated under Nordstrom's draw commission plan, and (2)  
5 did not receive misdraw. For purposes of Settlement, the Parties have stipulated to the  
6 conditional certification of the broader Settlement Class, as set forth in the Stipulation.  
7 Based on that Parties' Stipulation, the Court hereby conditionally certifies the  
8 Settlement Class for settlement purposes only. The Settlement Class shall be  
9 comprised of all persons employed by Nordstrom in a Draw Commission Position  
10 within the state of California at any time from October 20, 2006 through the date of  
11 this preliminary approval order who do not properly elect to opt out of this Settlement.  
12 Should for whatever reason the Settlement not become final, the fact that the Parties  
13 were willing to stipulate to certification of the Settlement Class as part of the  
14 Settlement shall have no bearing on, nor be admissible in connection with, the issue of  
15 whether the class previously certified should be decertified and/or what the scope of  
16 any class should be in a non-settlement context.

17 4. Plaintiffs Gino Maraventano, Neesha Kurji, Gina Balasanyan and Nune  
18 Nalbandian ("Named Plaintiffs") are hereby preliminarily appointed and designated,  
19 for all purposes, as the representative of the Settlement Class and the following  
20 attorneys are hereby preliminarily appointed and designated as counsel for the Named  
21 Plaintiffs and the Settlement Class ("Class Counsel"): Deason & Archbold, Barnhill &  
22 Vaynerov LLP, and Schwarcz, Rimberg, Boyd & Rader, LLP.

23 5. Class Counsel is authorized to act on behalf of Settlement Class with  
24 respect to all acts or consents required by, or which may be given pursuant to, the  
25 Settlement, and such other acts reasonably necessary to consummate the Settlement.  
26 Any Settlement Class Member may enter an appearance through counsel of such  
27 individual's own choosing and at such individual's own expense. Any Settlement  
28

1 Class member who does not enter an appearance or appear on his or her own will be  
2 represented by Class Counsel.

3 6. The Court hereby approves the definition and disposition of the Total  
4 Settlement Package and related matters provided for in the Stipulation.

5 7. The Court hereby preliminarily approves the collective Fees Award of up  
6 to \$2,300,000.00 total, including up to \$661,250.00 to Deason & Archbold; up to  
7 \$661,250.00 to Barnhill & Vaynerov LLP; and up to \$977,500.00 to Schwarcz,  
8 Rimberg, Boyd & Rader LLP

9 8. The Court hereby preliminarily approves the Cost Award of up to  
10 \$50,000.00.

11 9. The Court hereby preliminarily approves Incentive Awards to the four  
12 Named Plaintiffs collectively totaling up to \$50,000.00, with the four Named  
13 Plaintiffs receiving up to \$12,500.00 each.

14 10. The Court hereby preliminarily approves costs of administration up to  
15 \$150,000.00. The Court will need to approve any cost of administration in excess of  
16 this amount.

17 11. The Court finds on a preliminary basis that the Stipulation appears to be  
18 within the range of reasonableness of a settlement that could ultimately be given final  
19 approval by this Court. The Court has reviewed the monetary recovery that is being  
20 granted as part of the Settlement and recognizes its significant value to the Settlement  
21 Class. The Court has also reviewed the Voucher Award that is being provided under  
22 the Settlement, which the Court also recognizes as having significant value to the  
23 Settlement Class.

24 12. By entering into this Settlement, neither Nordstrom nor any current or  
25 former employees subject to Nordstrom's June 2011 or August 2011 Dispute  
26 Resolution Agreements are waiving the right to seek enforcement of individual  
27 arbitration agreements between Nordstrom and any current or former Nordstrom  
28 employee. However, should the Settlement be finally approved, individual members

1 of the Settlement Class who do not opt out of the Settlement and thus become  
2 Settlement Class Members will be releasing all claims and causes of action covered by  
3 the Settlement regardless of whether they are parties to an enforceable arbitration  
4 agreement. If the Settlement does not become effective, for whatever reason, or if  
5 final approval of the Settlement is not granted, Nordstrom and Members of the  
6 Settlement Class may seek to enforce applicable arbitration agreements under the  
7 same terms and to the same extent as they otherwise would have been able to do had  
8 no settlement discussions taken place and no settlement between the Parties been  
9 reached. Nordstrom's rights and responsibilities with respect to arbitration  
10 agreements applying to Settlement Class Members who elect to opt-out of this  
11 Settlement will not be affected by this Settlement.

12 13. A hearing (the "Settlement Hearing") shall be held before this Court on  
14 December 15, 2014, at 10:00 a.m. at 221 West Broadway San Diego, CA 92101,  
15 Courtroom 5D (5th Floor - Schwartz), Suite 5190, to determine all necessary matters  
16 concerning the Settlement, including: whether the proposed settlement of the Action  
17 on the terms and conditions provided for in the Stipulation is fair, adequate and  
18 reasonable and should be finally approved by the Court; whether a Judgment, as  
19 provided in the Stipulation, should be entered herein; whether the plan of allocation  
20 contained in the Stipulation should be approved as fair, adequate and reasonable to the  
21 Settlement Class Members; and to finally approve Class Counsel's Fees Award and  
22 Cost Award, and the Named Plaintiffs' Incentive Awards.

23 14. The Court hereby approves, as to form and content, the Claim Form to be  
24 distributed to the Settlement Class Members attached to the Stipulation of Settlement  
25 as Exhibit 2. The Court also approves, as to form and content, the Class Notice, the  
26 Sample Voucher and the Opt-Out Form attached hereto as Exhibits A, B and C,  
27 respectively. The Court finds that that distribution of the Notice and Claim Form  
28 substantially in the manner and form set forth in the Stipulation and this Order meets

1 the requirements of due process, is the best notice practicable under the circumstances,  
2 and shall constitute due and sufficient notice to all persons entitled thereto.

3       15. The Court hereby appoints Rust Consulting, Inc., 777 South Figueroa  
4 Street, Suite 4600, Los Angeles, CA 90017, as Claims Administrator and hereby  
5 directs the Claims Administrator to mail or cause to be mailed to Settlement Class  
6 Members the Notice and Claim Form by first class mail within forty-five (45) days  
7 after the entry of this Preliminary Order (the "Notice Date") using the procedures set  
8 forth in the Stipulation. Settlement Class Members who wish to participate in the  
9 settlement provided for by the Stipulation must complete and return the Claim Form  
10 pursuant to the instructions contained therein by first class mail or equivalent, postage  
11 paid, within sixty (60) days of the Notice Date.

12       16. Any Settlement Class Member may choose to opt out of and be excluded  
13 from the Settlement Class as provided in the Notice by following the instructions for  
14 requesting exclusion from the Settlement Class that are set forth in the Notice. Any  
15 such person who chooses to opt out of and be excluded from the Settlement Class will  
16 not be entitled to any recovery under the Settlement and will not be bound by the  
17 Settlement or have any right to object, appeal or comment thereon. Any written  
18 request to opt out must be signed by each such person opting out. Settlement Class  
19 Members who have not requested exclusion shall be bound by all determinations of  
20 the Court, by the Stipulation and by the Final Judgment.

21       17. Any Settlement Class Member may appear at the Settlement Hearing and  
22 may object to or express their views regarding the Settlement, and may present  
23 evidence and file briefs or other papers, that may be proper and relevant to the issues  
24 to be heard and determined by the Court as provided in the Notice. However, no  
25 Settlement Class Member or any other person shall be heard or entitled to object, and  
26 no papers or briefs submitted by any such person shall be received or considered by  
27 the Court, unless on or before sixty (60) days after the Notice Date that person has  
28 served by hand or by first class mail written objections and copies of any papers and

1 briefs in support of their position and verification of their membership in the  
2 Settlement Class upon: (1) Maxim Vaynerov, Esq., Barnhill & Vaynerov, LLP, 8200  
3 Wilshire Boulevard, Suite 400, Beverly Hills, California 90211; (2) Lee Boyd, Esq.,  
4 Schwarcz, Rimberg, Boyd & Rader, LLP, 6310 San Vicente Boulevard, Suite 360,  
5 Los Angeles, California 90048; (3) Matthew Archbold, Deason & Archbold, 3300  
6 Irvine Avenue, Suite 245, Newport Beach, California 93660; and (4) Julie Dunne,  
7 Esq., Littler Mendelson, P.C., 501 W. Broadway, Suite 900, San Diego, CA 92101,  
8 and filed the objections, papers and briefs with the Clerk of this Court. In order to be  
9 valid, the papers must be filed with the Clerk of this Court and received by all of the  
10 above counsel on or before sixty (60) days after the Notice Date. Any Settlement  
11 Class Member who does not make his or her objection in the manner provided for in  
12 this Order shall be deemed to have waived such objection and shall forever be  
13 foreclosed from making any objection to the Settlement.

14 18. All papers in support of the Settlement shall be filed with the Court and  
15 served on the Parties' Counsel no later than five (5) Court days before the Settlement  
16 Hearing.

17 19. To the extent permitted by law, pending final determination as to whether  
18 the settlement contained in the Stipulation should be approved, the Settlement Class  
19 Members whether directly, representatively, or in any other capacity, whether or not  
20 such persons have appeared in the Action, shall not institute or prosecute any claim  
21 released in the Stipulation against the Released Parties.

22 20. The Settlement is not a concession or admission, and shall not be used  
23 against Nordstrom or any of the Released Parties as an admission or indication with  
24 respect to any claim of any fault or omission by Nordstrom or any of the Released  
25 Parties. Whether or not the Settlement is finally approved, neither the Settlement, nor any  
26 document, statement, proceeding or conduct related to the Settlement, nor any  
27 reports or accounts thereof, shall in any event be:

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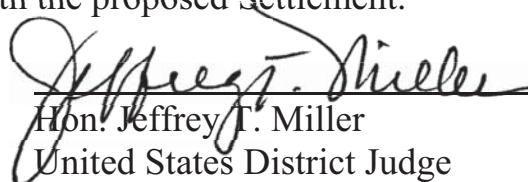
- 1           a. Construed as, offered or admitted in evidence as, received as or  
2           deemed to be evidence for any purpose adverse to the Released  
3           Parties, including, but not limited to, evidence of a presumption,  
4           concession, indication or admission by Nordstrom or any of the  
5           Released Parties of any liability, fault, wrongdoing, omission,  
6           concession or damage; or  
7           b. Disclosed, referred to, or offered or received in evidence against any  
8           of the Released Parties in any further proceeding in the Action, or in  
9           any other civil, criminal or administrative action or proceeding, except  
10          for purposes of enforcing the settlement pursuant to the Stipulation.

11       21. As of the date this Order is signed, all dates and deadlines associated with  
12      the Action shall be stayed, other than those pertaining to the administration of the  
13      Settlement of the Action.

14       22. In the event the Settlement does not become effective in accordance with  
15      the terms of the Stipulation, or the Settlement is not finally approved, or is terminated,  
16      canceled or fails to become effective for any reason, this Order shall be rendered null  
17      and void and shall be vacated, and the Parties shall revert to their respective positions  
18      as of before entering into the Stipulation.

19       23. The Court reserves the right to adjourn or continue the date of the  
20      Settlement Hearing and all dates provided for in the Stipulation without further notice  
21      to Settlement Class Members, and retains jurisdiction to consider all further  
22      applications arising out of or connected with the proposed Settlement.

23      Dated: August 11, 2014



\_\_\_\_\_  
Hon. Jeffrey T. Miller  
United States District Judge

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5 **EXHIBIT A**  
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ORDER

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Master Case No. 10cv2671 JM (WMC)

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

GINO MARAVENTANO; and  
NEESHA KURJI,  
Plaintiffs,

Master Case No. 10cv2671 JM (JLB)

## **NOTICE OF CLASS ACTION SETTLEMENT**

v.  
NORDSTROM, INC., a Washington Corporation;  
and DOES 1 through 10, inclusive,

## Defendants.

GINA BALASANYAN, an individual, and  
NUNE NALBANDIAN, an individual, on behalf of  
themselves and all others similarly situated,

**Plaintiffs,**

NORDSTROM, INC., a Washington Corporation;  
and DOES 1 through 10, inclusive,

## Defendants.

NOTICE OF PENDENCY AND SETTLEMENT OF CLASS ACTION; SETTLEMENT HEARING; AND CLAIM  
AND EXCLUSION PROCEDURES

Case Name: GINO MARAVENTANO/ NEESHA KURJI/ GINA BALASANYAN & NUNE NALBANDIAN  
v. NORDSTROM, INC., USDC Case No. 10CV-02671 JM (JLB)

TO: All persons who work or have worked for Nordstrom, Inc. ("Nordstrom") within the state of California from October 20, 2006 through June XX, 2014 who were or are paid on a draw commission basis (the "Settlement Class Member(s)");

**PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS AS A SETTLEMENT CLASS MEMBER IN THIS ACTION.**

## I. INTRODUCTION

Plaintiffs and Nordstrom, Inc. ("Nordstrom") have reached an agreement to settle the above-captioned case on behalf of Plaintiffs and the Settlement Class (described below). This agreement is referred to below as the "Settlement," and is set forth in a Stipulation for Class Action Settlement on file with the Clerk of the United States District Court for the Southern District of California. You are being sent this Notice because Nordstrom's records show that you are/were employed in a draw commission position during the period from October 20, 2006 through June XX, 2014 (the "Class Period"), and thus, are eligible to participate in this Settlement. The Settlement is a compromise of disputed claims and is not to be construed as an admission of liability on the part of Nordstrom or anyone else. The Court has granted preliminary approval of the Settlement, and the parties are now seeking final Court approval, which is required for the Settlement to become effective. The Settlement includes a claims procedure for eligible Settlement Class Members to file claims for recovery pursuant to the terms of the Settlement. (See Section VII, Claim Procedure, below). **YOU MUST DELIVER A "CLAIM FORM," AS DESCRIBED BELOW, IN ORDER TO RECEIVE A RECOVERY UNDER THIS SETTLEMENT.**

1           **II. DESCRIPTION OF THE LAWSUIT**

2           On October 20, 2010, a Class Action was filed against Nordstrom by former Nordstrom Draw  
 3           Commission Salespersons, Gino Maraventano and Neesha Kurji, on behalf of themselves and all similarly  
 4           situated employees. On April 5, 2011 a similar lawsuit was filed against Nordstrom by Gina Balasanyan and  
 5           Nune Nalbandian. Those two cases were subsequently consolidated. Collectively, Mr. Maraventano, Ms.  
 6           Kurji, Ms. Balasanyan and Ms. Nalbandian are referred to as "Plaintiffs" or "Named Plaintiffs."

7           Plaintiffs allege in this lawsuit that Nordstrom failed to pay Draw Commission Salespersons all of  
 8           their minimum wage compensation for time spent working prior to the store opening and/or after the store  
 9           closed. Plaintiffs' principle allegation is that Nordstrom should have paid its Draw Commission Salespersons  
 10          a separate hourly rate for all time worked prior to the store opening and/or after the store closing. Plaintiffs  
 11          contend that for up to forty (40) minutes before the store opened and/or up to forty (40) minutes after the store  
 12          closed, Nordstrom compensated its Draw Commission Salespersons via commissions, which Plaintiffs claim  
 13          could only be earned during the periods the store was open to the public. The action seeks recovery of  
 14          unpaid minimum wage compensation incurred from October 20, 2006 to the current date, liquidated  
 15          damages, penalties and attorneys' fees and costs.

16          Nordstrom denies Plaintiffs' allegations. Nordstrom contends that it properly paid Draw Commission  
 17          Salespersons at least minimum wage for all hours worked through its draw commission plan, which  
 18          guaranteed an amount equal to or above the hourly minimum wage through commissions or a guaranteed  
 19          minimum draw. Nordstrom also contends that it properly paid commissions for the 40-minute windows of time  
 20          before the store opened and after the store closed because salespeople were engaged in sales or sales-  
 21          related work during those periods.

22           **III. CLASS CERTIFICATION AND COMPOSITION OF THE SETTLEMENT CLASS**

23          On August 12, 2013, the United States District Court for the Southern District of California certified a  
 24          class of "All persons who work or have worked for Nordstrom, Inc. ("Nordstrom") within the state of California  
 25          from October 20, 2006 through the present date who were or are paid on a draw commission basis, provided  
 26          they were first employed in a draw commission position prior to distribution of the June 2011 Dispute  
 27          Resolution Agreement." For purposes of this Settlement only, that class has been expanded to include draw  
 28          commission salespersons first employed after distribution of the June 2011 Dispute Resolution Agreement  
 29          through the date of the Court's preliminary approval of this Settlement, June XX, 2014.

30          If you are receiving this Notice, then you are a Settlement Class Member. The class covers the  
 31          "Released Claims" specified in Section VIII.A. below. If you wish to pursue claims not included in the Class  
 32          Action Claims in this case, you must do so in your own separate lawsuit or arbitration.

33           **IV. ARBITRATION RIGHTS**

34          The certification of the Settlement Class is for purposes of this Settlement only. By entering into this  
 35          Settlement, neither Nordstrom nor any current or former employees subject to Nordstrom's June 2011 or  
 36          August 2011 Dispute Resolution Agreements are waiving the right to seek enforcement of individual  
 37          arbitration agreements between Nordstrom and any current or former Nordstrom employee. However,  
 38          individual members of the Settlement Class who do not opt out of the Settlement and thus become Settlement  
 39          Class Members will be releasing all claims and causes of action covered by the Settlement regardless of  
 40          whether they are parties to an enforceable arbitration agreement. If the Settlement does not become  
 41          effective, for whatever reason, or if final approval of the Settlement is not granted, Nordstrom and Members of  
 42          the Settlement Class may seek to enforce applicable arbitration agreements under the same terms and to the  
 43          same extent as they otherwise would have been able to do had no settlement discussions taken place and no  
 44          settlement between the Parties been reached. Nordstrom's rights and responsibilities with respect to  
 45          arbitration agreements applying to Settlement Class Members who elect to opt-out of this Settlement will not  
 46          be affected by this Settlement.

1      **IV. BACKGROUND OF THE SETTLEMENT**

2      The parties and their attorneys have conducted investigations of the facts and law during the Action,  
 3      including, among other things, an exchange of documents and written discovery and a review of time and  
 4      payroll records, and sales transaction data. The attorneys have analyzed the applicable law as it relates to  
 5      the allegations of Plaintiffs, the defenses thereto, and the damages claimed by Plaintiffs. There has been no  
 6      determination by any court, administrative agency, or other tribunal as to the truth or validity of the factual or  
 7      legal allegations made against Nordstrom in this Action.

8      Plaintiffs and Class Counsel believe that the claims asserted in the Action have merit. However, Class  
 9      Counsel recognizes and acknowledges the expense and length of continued proceedings necessary to  
 10     prosecute the Action against Nordstrom through trial and possible appeals. Class Counsel has also taken into  
 11     account the uncertainty of the outcome and the risk of litigation. Thus, Plaintiffs and Class Counsel engaged in  
 12     intensive arm's length negotiations with Nordstrom and its attorneys. After several mediation sessions before an  
 13     experienced, neutral mediator, these negotiations eventually led to the Settlement. Plaintiffs and Class Counsel  
 14     believe that the Settlement is fair, reasonable, and adequate and in the best interests of the Settlement Class  
 15     and Plaintiffs.

16     Nordstrom believes that the claims asserted in the litigation are without merit. Thus, Nordstrom has  
 17     denied and continues to deny Plaintiffs' claims and all charges of wrongdoing and liability. Although  
 18     Nordstrom vehemently contests Plaintiffs' allegations and denies that it committed any wrongdoing or  
 19     violation of law, the company believes that further litigation of this case would be protracted, expensive, and  
 20     contrary to the best interests of Nordstrom and its employees. Substantial amounts of time, energy, and other  
 21     resources have been devoted to defending against the litigation, and unless there is a settlement, that  
 22     situation will continue. In light of these realities, Nordstrom believes that the Settlement is the best way to  
 23     resolve the litigation while minimizing further burden and expenditures.

24      **V. SETTLEMENT CLASS MEMBER RECOVERY**

25      The maximum total settlement amount available excluding attorney fees and costs is \$5,300,000.  
 26      The Settlement has two components: (1) monetary relief, and (2) a merchandise voucher award. Each  
 27      component is described below.

28      Monetary Relief:  
 29      The monetary relief has a maximum potential value of \$2,700,000.00 (the "Gross Monetary Settlement  
 30      Fund"). The Gross Monetary Settlement Fund will be used to pay (1) monetary claims made by Settlement  
 31      Class Members; (2) the Incentive Awards to each of the Named Plaintiffs in an amount not to exceed \$12,500  
 32      for each Named Plaintiff; (3) the costs of administration of the settlement (estimated to be \$150,000); and (4)  
 33      Private Attorney General Act penalties in the amount of \$10,000. The Gross Monetary Settlement Fund minus  
 34      these four items is referred to in this Notice as the "Monetary Settlement Amount."

35      Each Settlement Class Member who timely submits a valid Claim Form and completed one or more  
 36      pay periods during the Class Period in a draw commission position in which s/he did not misdraw will be  
 37      entitled to a monetary recovery from the Monetary Settlement Amount. Each Settlement Class Member's  
 38      Individual Monetary Settlement Amount will be calculated as follows:

- 39      • First, the total number of weeks worked wherein Settlement Class members did not receive a  
 40      misdraw during the Class Period will be divided into the Monetary Settlement Amount to determine  
 41      the Initial Workweek Amount.
- 42      • Next, the Initial Workweek Amount will be multiplied by each individual Settlement Class Member's  
 43      number of Workweeks during the Class Period in which s/he did not misdraw. Therefore, your  
 44      individual monetary recovery will be based on the number of non-misdraw weeks you were employed  
 45      by Nordstrom in a draw commission position from October 20, 2006 through June XX, 2014. All cash  
 46      payments will be subject to standard deductions for employee payroll taxes and other withholdings.  
 47      The exact amount of your monetary payment may be increased if there is a Monetary Payout  
 48      Deficiency as explained below. Your individual monetary payment may also be decreased to pay a

portion of employer-side taxes in the event that employer-side taxes are not satisfied through other means specified in the Settlement, including through unclaimed funds in the Monetary Settlement Amount. The parties estimate that the Initial Workweek Amount will be a minimum of \$X.XX per Workweek.

This is a claims made settlement. If a Settlement Class Member does not timely submit a valid Claim Form, their unclaimed share will be retained by Nordstrom. Although this Settlement is claims made, the Parties have agreed that Nordstrom will pay at least 50% of the Gross Monetary Settlement Fund, in total, for Individual Monetary Settlement Amount payments to Participating Settlement Class Members, Incentive Awards, Claims Administrator Costs, payroll taxes as applicable, and Private Attorney General Act penalties. A Monetary Payout Deficiency will result if the amount remaining in the Gross Monetary Settlement Fund is below the one million three hundred and fifty thousand dollar (\$1,350,000) floor — i.e., 50% of the Gross Monetary Settlement Fund — after deducting the sum of the Individual Monetary Settlement Amounts, the Incentive Awards, Claims Administrator Costs, payroll taxes as applicable, and Private Attorney General Act penalties. If applicable, a Monetary Payout Deficiency will be paid to Participating Settlement Class Members as a Supplemental Monetary Award. The Supplemental Monetary Award to be paid to Participating Settlement Class Members will be based on the number of non-misdraw Workweeks worked by each Settlement Class Member who timely submits a valid Claim Form. This amount shall be added to each Settlement Class Member's original Individual Monetary Settlement Amount on a pro-rated basis depending on each Participating Class Member's number of non-misdraw Workweeks during the Class Period. The sum of the Individual Monetary Settlement Amount and Supplemental Monetary Award, minus standard tax withholdings and deductions, will then be distributed to each Settlement Class Member who timely submits a valid Claim Form.

B. Voucher Awards:

Nordstrom has agreed to make available a maximum of \$2,600,000 in merchandise vouchers to Settlement Class Members. The Voucher Award will be divided into two distinct funds: the Voucher Payout Fund A, and the Voucher Payout Fund B. Whether Participating Settlement Class Members will receive a merchandise voucher from Voucher Payout Fund A or B will depend on the length of their employment in a draw commission position during the Class Period, as specified below.

(i) Voucher Payout Fund A: The face value of the Voucher Awards to be issued to Settlement Class Members who submit a valid Claim Form from Voucher Fund A will be determined by dividing 87.34% of the Voucher Award by the total number of Settlement Class Members employed for less than three years in a draw commission position between October 20, 2006 through June XX, 2014. The resulting amount will be rounded to the nearest dollar.

(ii) Voucher Payout Fund B: The face value of the Voucher Awards to be issued to Settlement Class Members who submit a valid Claim Form from Voucher Fund B will be determined by dividing 12.66% of the Voucher Award by the total number of Settlement Class Members employed for three years or more in a draw commission position between October 20, 2006 through June XX, 2014. The resulting amount will be rounded to the nearest dollar. It is expected that the face value of the Voucher Payout Fund B merchandise voucher will be higher than the merchandise voucher for Voucher Payout Fund A.

This is a claims made settlement. To the extent a Settlement Class Member does not timely submit a valid Claim Form, his or her unclaimed share will be retained by Nordstrom. However, although this Settlement is claims made, the Parties have agreed that Nordstrom will pay at least 50% of Voucher Award (i.e., \$1,300,000 in merchandise vouchers) to Settlement Class Members who timely submit a valid Claim Form. If the cumulative total of Voucher Awards actually claimed from both Voucher Payout Funds A and B is less than \$1,300,000, the difference between the cumulative total of the Voucher awards and \$1,300,000 will be the Voucher Award Deficiency. The Voucher Award Deficiency Amount will then be added equally as a set flat-rate supplemental amount to each individual voucher payment for each Participating Settlement Class Member regardless of whether the Participating Settlement Class Member will receive a merchandise voucher from Voucher Payout Fund A or B.

All merchandise vouchers will be subject to the terms and conditions listed on the vouchers,

including, but not limited to, the following: (1) Vouchers may be used only for in-store, non-sale purchases at Nordstrom full-line stores in California; (2) Vouchers are not usable for services such as alterations, repairs, shipping, handling or other services, internet or telephone purchases, purchases at Nordstrom Rack Locations, or to pay part or all of any debit or credit card balances; (3) Vouchers are not transferable; (4) Vouchers are not cash or gift cards, and thus, may not be redeemed, in whole or in part, for cash or gift cards or consolidated with gift cards and may not be reloaded with tender or merchandise; and (5) Vouchers that are lost, stolen or damaged will not be replaced. Any Participating Settlement Class Member eligible for a Nordstrom employee discount may use that discount in conjunction with the use of their Voucher.

### C. PAGA Penalties

In connection with this Settlement, Nordstrom has agreed to pay \$10,000 in penalties to the California Labor and Workforce Development Agency.

## **VI. CLASS COUNSEL FEES AND COSTS**

In connection with this Settlement, Nordstrom has agreed to pay all Class Counsel a total maximum of \$2,300,000 in attorney fees and \$50,000 in litigation costs. The amount of attorney's fees awarded to Class Counsel will be subject to the Court's discretion, but in any event, will not exceed this amount. As part of the Settlement, you will not be required to pay Class Counsel for their representation of you in the Action. The amount of costs awarded to Class Counsel will be subject to the Court's discretion, but in any event, will not exceed \$50,000. As part of the Settlement, you will not be required to reimburse Class Counsel for the costs associated with their representation of you in the Action.

## **SUMMARY OF YOUR OPTIONS**

**As set forth in detail below, you have three possible options for responding to this notice:**

1. **Make a claim.** If you make a claim utilizing the Claim Form included with this Notice, you will be eligible to recover under the SETTLEMENT CLASS MEMBER RECOVERY (Section V. of this Notice) and you will be bound by this Settlement and the Release (Section VIII.A.).
2. **Opt-out of Settlement.** If you opt out utilizing the Opt-Out Form included with this Notice, you must follow the procedures in Section IX of this Notice and you will NOT receive the SETTLEMENT CLASS MEMBER RECOVERY (Section V. of this Notice) and you will NOT be bound by the Settlement and Release (Section VIII.A.)
3. **Do nothing.** If you give no response, you will still be bound by this Settlement and the Release (Section VIII.A.), but you will receive NO SETTLEMENT CLASS MEMBER RECOVERY (Section V. of this Notice).

## VII. MAKING A CLAIM FOR RECOVERY UNDER THE SETTLEMENT

All Settlement Class Members are eligible to receive payment under the Settlement. As stated above, the monetary settlement payment is based upon each non-misdraw Workweek in which you worked for Nordstrom as a draw commission salesperson from October 20, 2006 through June XX, 2014. As also specified above, the merchandise voucher award you receive will depend on whether you were employed in a draw commission position for less than three years or three or more years from October 20, 2006 through June XX, 2014. The actual monetary payment amount and merchandise voucher amount to each Settlement Class Member that submits a claim will not decrease based on the total number of eligible Settlement Class Members that submit claims in this settlement other than potentially affecting supplemental awards in the event that the 50% floors applying to the Gross Monetary Settlement Fund and/or Voucher Award are not reached.

In order to file a claim for payment, you must sign the enclosed Claim Form, and mail it to the Claims Administrator via U.S. Mail at the address below, using the enclosed, prepaid postage envelope, postmarked no later than XX, 2014. If you fail to submit a Claim Form by this

1 deadline, you will be disqualified from seeking relief under this Settlement, and unless you opt out (as  
 2 described in Section IX below), your claims will be released (as set forth in Section VIII below).

3 If you wish to receive assistance in completing the Claim Form, you may contact the Claims  
 4 Administrator at the address and telephone number below.

5 Rust Consulting, Inc.  
 6 777 South Figueroa Street, Suite 4600  
 7 Los Angeles, CA 90017  
 8 Telephone: (XXX) XXX-XXXX  
 9 Facsimile: (XXX) XXX-XXXX

10 **Claims Payment.** Following the Effective Settlement Date, as defined in the Settlement, Nordstrom  
 11 has agreed to pay all Valid Claims through the Claims Administrator in accordance with the terms of the  
 12 Stipulation for Class Action Settlement. The settlement payments to each Settlement Class Member that  
 13 timely submits a Valid Claim will be distributed to Participating Settlement Class Members within twenty-one  
 14 (21) days of the Effective Settlement Date.

#### 15 **VIII. BINDING EFFECT/RELEASE OF CLAIMS**

16 A. Release of Claims as to all Settlement Class Members. As of the Effective Date, the  
 17 Settlement Class Members release Nordstrom and each of its past, present and future officers, directors  
 18 shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants,  
 19 insurers and reinsurers, and its and their respective successors and predecessors in interest, subsidiaries,  
 20 affiliates, parents and attorneys and each of their company sponsored employee benefit plans and all of their  
 21 respective officers, directors, employees, administrators, fiduciaries, trustees and agents (the "Released  
 22 Parties") from the Released Claims through the date of the claims, objections and opt out deadline for this  
 23 Settlement. The Released Claims are claims that all Settlement Class Members who do not opt-out waive  
 24 and release in exchange for the consideration provided for in the Settlement and include, the claims alleged,  
 25 or that could have been alleged, by the Named Plaintiffs, on behalf of themselves and Settlement Class  
 26 Members, based on the facts alleged in their complaints, including for: (1) alleged violations of California  
 27 minimum wage law (including, without limitation, under California Labor Code sections 1194 and 1197); (2)  
 28 alleged violations of California Labor Code sections 201-203 for failing to pay all wages due upon separation;  
 29 (3) alleged violations of California Labor Code section 226 for failure to provide accurate and complete wage  
 30 statements; (4) alleged violations of California Business and Professions Code section 17200 *et seq.* based  
 31 on an alleged failure to pay draw commission employees minimum wage or another contractually agreed  
 32 wage for all hours worked; (5) breach of contract based on an alleged failure to pay draw commission  
 33 employees for all hours worked; (6) declaratory relief based on an alleged failure to pay draw commission  
 34 employees for all hours worked; (7) any claim under the Private Attorney General Act, California Labor Code  
 35 section 2698 *et seq.* ("PAGA") based on an alleged failure to pay draw commission employees for all hours  
 36 worked; (8) any other claims that were or could have been brought based on the factual allegations and  
 37 claims in the Name Plaintiffs' complaints; and (9) any claim that Nordstrom is liable for the attorneys' fees,  
 38 costs or other expenses incurred to prosecute this action, including fees incurred for the services of Barnhill &  
 39 Vaynerov, LLP, Deason & Archbold, and Schwarcz, Rimberg, Boyd & Rader LLP. The Released Claims do  
 40 not apply to minimum wage claims for non-draw commission salespeople, such as those in the *Nguyen vs.*  
*Nordstrom* case, OCSC Case No. 30-2011-00484903-CU-OE-CXC.

41 The Released Claims include a California Civil Code section 1542 waiver which applies to the Class  
 42 Action Claims in this case. With respect to the Released Claims, the Class Members stipulate and agree that,  
 43 upon the Effective Date of the Settlement, the Class Members shall be deemed to have, and by operation of  
 44 the Final Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, the  
 45 provisions, rights and benefits of California Civil Code section 1542, or any other similar provision under  
 46 federal or state law. California Civil Code section 1542 provides that:

47 A general release does not extend to claims which the creditor does not know or suspect to  
 48 exist in his or her favor at the time of executing the release, which if known by him or her  
 49 must have materially affected his or her settlement with the debtor.

Settlement Class Members may hereafter discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of the Released Claims, but upon the Effective Date, shall be deemed to have, and by operation of the Court's judgment finally approving the settlement shall have, fully, finally, and forever settled and released any and all of the Released Claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed, upon any theory of law or equity now existing, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts.

THE WAIVERS AND RELEASES ARE SET FORTH MORE SPECIFICALLY, AND IN MORE DETAIL, IN THE STIPULATION FOR CLASS ACTION SETTLEMENT, which is on file with the Clerk of the United States District Court for the Southern District of California.

#### **IX. PROCEDURE FOR EXCLUSION FROM DAMAGES CLASS**

Settlement Class Members may exclude themselves (i.e., "opt-out") from the Class Settlement by mailing to Rust Consulting, Inc., 777 South Figueroa Street, Suite 4600, Los Angeles, CA 90017, on or before \_\_\_\_\_ XX, 2014, the enclosed Opt-Out Form expressing their desire to be excluded from the Agreement. The written statement must include your full name (and former names, if any), current address, and last four digits of your social security number. In addition, it must be postmarked on or before \_\_\_\_\_ XX, 2014. Requests for exclusion that do not include all required information, or that are not submitted on a timely basis, will be deemed null, void and ineffective. Persons who are eligible to and do submit valid and timely requests for exclusion from the Class Settlement will not receive monetary settlement awards or Voucher Awards, nor will they be bound by the terms of the proposed Class Settlement, if it is approved.

#### **X. SETTLEMENT HEARING/OBJECTIONS TO THE PROPOSED SETTLEMENT**

A hearing (the "Settlement Hearing") will be held before the United States District Court for the Southern District of California on \_\_\_\_\_ XX, 2014, at \_\_\_\_ [a.m./p.m.], at 221 West Broadway San Diego, CA 92101, Courtroom 5D (5th Floor - Schwartz), Suite 5190, (the "Court"), to determine whether the proposed Settlement of the Action is fair, adequate and reasonable and should be finally approved by the Court and whether judgment should be entered fully and finally resolving the Action on the merits with prejudice.

Any Settlement Class Member may appear in person or through counsel at the Settlement Hearing and be heard as to why the proposed Settlement of the Action should not be approved as fair, adequate and reasonable, or why a Final Judgment fully and finally resolving the Action against Nordstrom with prejudice should or should not be entered. No Settlement Class Member, however, shall be heard or entitled to object and no papers or briefs submitted by any such person shall be received or considered by the Court unless written notice of intention to appear at the Settlement Hearing, together with copies of all papers and briefs proposed to be submitted to the Court at the Settlement Hearing, shall have been filed with the Court and have been served personally on or before \_\_\_\_\_ XX, 2014, or if by mail then postmarked no later than \_\_\_\_\_ XX, 2014, upon all of the following:

Matthew Archbold, Esq.  
Deason & Archbold  
3300 Irvine Avenue, Suite 245  
Newport Beach, California 92660

Maxim Vaynerov, Esq.  
Barnhill & Vaynerov LLP  
8200 Wilshire Boulevard, Suite 400  
Beverly Hills, California 90211

Lee Boyd, Esq.  
Schwartz, Rimberg, Boyd & Rader, LLP  
6310 San Vicente Boulevard, Suite 360  
Los Angeles, California 90048

Julie Dunne, Esq.  
Littler Mendelson, P.C.  
501 West Broadway, Suite 900  
San Diego, California 92101

Any Settlement Class Member who does not make and serve his or her written objections in the manner provided above shall be deemed to have waived such objections and shall be foreclosed from making

1 any objections (by appeal or otherwise) to the Settlement. Any Settlement Class Member who is satisfied  
2 with the proposed Settlement need not appear at the Settlement Hearing.

3 **XI. EXAMINATION OF PAPERS AND INQUIRIES**

4 The foregoing is only a summary of the Action and the proposed Settlement and does not purport to  
5 be comprehensive. For a more detailed statement of the matters involved in the Action and the proposed  
6 Settlement, you may refer to the pleadings, the Stipulation and Settlement Agreement of Class Action Claims,  
7 and other papers filed in the Action, which may be inspected at the Office of the Clerk of the United States  
8 District Court for the Southern District of California, Office of the Clerk  
9 333 West Broadway, Suite 420, San Diego, CA 92101, during regular business hours of each Court day.

10 **XII. HOW TO OBTAIN ADDITIONAL INFORMATION**

11 All inquiries by Settlement Class Members regarding this Notice and/or the Settlement should be  
12 directed to the Claims Administrator, Rust Consulting, Inc., or Class Counsel, Deason & Archbold, Barnhill &  
13 Vaynerov LLP, and Schwarcz, Rimberg, Boyd & Rader LLP. The contact information for Claims  
14 Administrator and Class Counsel is provided below:

15 **Claims Administrator:**

16 Rust Consulting, Inc.  
17 777 South Figueroa Street, Suite 4600  
18 Los Angeles, CA 90017  
19 Telephone: (XXX) XXX-XXXX  
20 Facsimile: (XXX) XXX-XXXX

21 **Class Counsel:**

22 Matthew F. Archbold  
23 DEASON & ARCHBOLD  
24 3300 Irvine Ave, Suite 245  
25 Newport Beach, CA 92660  
26 Newport Beach, CA 92660  
27 Telephone: (949) 794-9560  
28 Facsimile: (949) 794-9517

21 Kathryn Lee Boyd  
22 SCHWARCZ, RIMBERG, BOYD &  
23 RADER LLP  
24 6310 San Vicente Boulevard, Suite 360  
25 Los Angeles, California 90048  
26 Phone: (323) 302-9488  
27 Fax: (323) 931-4990

28 Maxim Vaynerov  
29 BARNHILL & VAYNEROV LLP  
30 8200 Wilshire Boulevard, Suite 400  
31 Beverly Hills, California 90211  
32 Telephone: (310) 943-8989

33 **PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH INQUIRIES ABOUT  
34 THIS CASE**

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**EXHIBIT B**  
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2 Maraventano, et al. v. Nordstrom, Inc.; Balasanyan, et al. v. Nordstrom, Inc.  
United States District Court for the Southern District of California  
3 Consolidated Case No. 10cv2671 JM (JLB)

4 **SAMPLE VOUCHER AWARD**

5  
6 **-DOLLAR (\$XX.00) NORDSTROM MERCHANDISE VOUCHER**

7 This Voucher is subject to the following terms and conditions: (1) Vouchers may be used  
8 only for in-store, non-sale purchases at Nordstrom full-line stores in California; (2)  
9 Vouchers are not usable for services such as alterations, repairs, shipping, handling or  
10 other services, internet or telephone purchases, purchases at Nordstrom Rack Locations,  
11 or to pay part or all of any debit or credit card balances; (3) Vouchers are not transferable;  
12 (4) Vouchers are not cash or gift cards, and thus, may not be redeemed, in whole or in part,  
13 for cash or gift cards or consolidated with gift cards and may not be reloaded with tender or  
merchandise; and (5) Vouchers that are lost, stolen or damaged will not be replaced. Any  
Participating Settlement Class Member eligible for a Nordstrom employee discount may  
use that discount in conjunction with the use of their Voucher.

14  
15 [NAME] [VOUCHER NUMBER]

16 [ADDRESS 1] [TRACKING NUMBER] [BAR CODE]

17 [ADDRESS 2]

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19 Signature: \_\_\_\_\_

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**EXHIBIT C**  
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## **CLASS ACTION OPT OUT FORM**

*GINO MARAVENTANO/NEESHA KURJI/GINA BALASANYAN & NUNE NALBANDIAN v.  
NORDSTROM, INC.*, USDC Case No. 10CV-02671 JM(WMc)

[UNIQUE BARCODE TO BE INSERTED BY CLASS ADMINISTRATOR]

**IF YOU WISH TO BE EXCLUDED FROM THE CLASS ACTION, YOU  
MUST COMPLETE AND MAIL THIS POSTCARD NO LATER THAN  
[INSERT DATE]. DO NOT COMPLETE AND RETURN THIS FORM IF YOU  
WISH TO REMAIN A PART OF THE CLASS ACTION.**

I, \_\_\_\_\_, elect to opt out of the Class certified by the Court in the above-stated action.

Dated:

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## Signature

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**Print Name**

Last Four Digits of Social Security Number OR  
Nordstrom Employee Identification Number

This is your assigned Opt Out Form. You must use this Opt Out Form in order to opt out of the Class. **If you wish to stay in the Class, do NOT return this postcard.**